

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

VERONIKA BAKHRAKH,

Plaintiff,

v.

ELAINE KAUFMAN CULTURAL CENTER
AND LUCY MOSES SCHOOL FOR MUSIC
AND DANCE d/b/a THE LUCY MOSES
SCHOOL AT KAUFMAN MUSIC CENTER;
AND ILYA LEHMAN.

Defendants.

Index No.

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Veronika Bakhrakh, by her attorneys Weitz & Luxenberg P.C., brings this action against the Elaine Kaufman Cultural Center and Lucy Moses School for Music and Dance d/b/a Lucy Moses School at Kaufman Music Center and Ilya Lehman alleging, on personal knowledge as to herself and on information and belief as to all other matters, as follows:

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

3. Venue for this action is proper in the County of New York pursuant to CPLR 503 in that one or more Defendants reside in this County and a substantial part of the events and omissions giving rise to the claim occurred in New York County.

PARTIES

4. Plaintiff Veronika Bakhrahk (“Plaintiff”) is an individual residing in Richmond County, New York.

5. Defendant Elaine Kaufman Cultural Center and Lucy Moses School for Music and Dance d/b/a Lucy Moses School at Kaufman Music Center (“Lucy Moses School”) is a corporation organized and existing under the laws of the State of New York with its principal office at 129 West 67th Street in Manhattan, New York County, New York. At all relevant times, the Lucy Moses School oversaw, managed, controlled, and directed instructors employed to teach classes and music lessons for children at the Lucy Moses School, including Ilya Lehman. At all relevant times, instructors at the Lucy Moses School were agents, managers, directors, or employees of the Lucy Moses School.

6. Defendant Ilya Lehman (“Ilya Lehman”) is an individual residing in New York County, New York.

FACTS COMMON TO ALL CLAIMS

7. Plaintiff was enrolled as a violin student at the Lucy Moses School in Manhattan, New York for private violin lessons on the weekends.

8. During the times relevant to the allegations set forth herein, Defendant Lucy Moses School was responsible for overseeing, managing, controlling, directing, and operating the Lucy Moses School.

9. Defendant Ilya Lehman was Plaintiff's violin instructor at the Lucy Moses School.

10. Through his teaching position at, within, or for Defendant Lucy Moses School, Defendant Ilya Lehman was put in direct contact with Plaintiff, a minor student at the Lucy Moses School.

11. In approximately 1991, Plaintiff began attending the Lucy Moses School for private violin instructions.

12. In approximately the summer of 1991, Plaintiff attended an overnight camp that Defendant Lucy Moses sponsored for its music students.

13. In approximately 1991, when Plaintiff was approximately ten years of age, she was repeatedly sexually abused by Defendant Ilya Lehman at the Lucy Moses School at the Kaufman Music Center and at the overnight camp sponsored by Defendant Lucy Moses School.

14. Defendant Ilya Lehman used these encounters, gained through his teaching position at the Lucy Moses School, which granted him access to Defendant Lucy Moses School's young students, when Plaintiff was approximately ten years of age, to sexually assault, sexually abuse, and/or have sexual contact with Plaintiff in violation of the laws of the State of New York.

15. Defendant Ilya Lehman continued to repeatedly sexually abuse Plaintiff until Plaintiff told her mother of Defendant Ilya Lehman's conduct in approximately the summer of 1991.

16. At all times material hereto, Defendant Ilya Lehman was under the management, supervision, employ, direction and/or control of Defendant Lucy Moses School.

17. Defendant Lucy Moses School knew, and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Defendant Ilya Lehman, who sexually abused Plaintiff.

18. Defendant Lucy Moses School had the responsibility to manage, supervise, control, and/or direct instructors who taught at the Lucy Moses School, and specifically, had a duty not to aid pedophiles, such as Ilya Lehman, by assigning, maintaining, and/or appointing them to positions with access to minors.

19. Defendant Lucy Moses School had a duty to the Plaintiff to ensure that Defendant Lucy Moses School did not offer opportunities for pedophiles to approach and assault vulnerable children. Defendant Lucy Moses School knew and/or should have known that Defendant Ilya Lehman used his position at the Lucy Moses School to harm minor children, including Plaintiff, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

20. Plaintiff suffered personal physical and psychological injuries and damages as a result of Defendants' actions, as well as other damages related thereto, as a result of her childhood sexual abuse.

21. As a direct result of Defendants' conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity. As a victim of Defendants' sexual abuse, Plaintiff is unable at this

time to describe fully all of the details of that abuse and the extent of the harm she suffered as a result.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligent Hiring/Retention/Supervision/Direction

(As to Defendant Lucy Moses School)

21. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

22. Defendant Lucy Moses School at all relevant times represented or otherwise indicated to parents of the Lucy Moses School that minor children would be physically safe while in the presence of the instructors at the Lucy Moses School. Defendant Lucy Moses School entered into an express and/or implied duty to provide that when the minor Plaintiff and left in the presence of an instructor at the Lucy Moses School, Plaintiff would be kept reasonably safe and that instructors at the Lucy Moses School would not sexually abuse Plaintiff.

23. Defendant Lucy Moses School owed a duty of care to all minor persons, including Plaintiff, who were likely to come in contact with Defendant Ilya Lehman to ensure that Defendant Ilya Lehman did not use his position with Defendant Lucy Moses School to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

24. Defendant Lucy Moses School knew or should have known of Defendant Ilya Lehman's propensity for the conduct which caused Plaintiff's injuries prior to, or about the time of the injuries' occurrence.

25. The sexual abuse of children by adults, including music instructors, is a foreseeable result of negligence.

26. Defendant Ilya Lehman sexually assaulted, sexually abused and/or had sexual contact with Plaintiff while employed at the Lucy Moses School.

27. Defendant Lucy Moses School negligently hired, retained, directed, and supervised Defendant Ilya Lehman as they knew or should have known that Defendant Ilya Lehman posed a threat of sexual abuse to children.

28. Defendant Lucy Moses School was negligent in failing to properly supervise Defendant Ilya Lehman.

29. At all times material hereto, Defendant Lucy Moses School was willful, wanton, malicious, reckless and/or outrageous in their disregard for the rights and safety of Plaintiff.

30. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

31. By reason of the foregoing, the Defendant is liable to the Plaintiff, jointly, severally, and/or in the alternative, for compensatory damages, and punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION

Negligence/Gross Negligence

(As to Defendant Lucy Moses School)

32. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

33. At all times material hereto, with regard to the allegations contained herein, Defendant Ilya Lehman was under the supervision, employ, direction, and/or control of Defendant Lucy Moses School.

33. Defendant Lucy Moses School owed Plaintiff, at the relevant times, a minor, a duty to protect her from Defendant Ilya Lehman's sexual deviancy and the consequent damages, both prior to and/or subsequent to Defendant Ilya Lehman's misconduct.

34. Defendant Lucy Moses School knew, or was negligent in not knowing, that Defendant Ilya Lehman posed a threat of sexual abuse to children.

35. The acts of Defendant Ilya Lehman described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with Defendant Lucy Moses School.

36. Defendant Lucy Moses School's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damage set forth herein at length.

37. Defendant Lucy Moses School gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others; failed adequately to supervise the activities of Defendant Ilya Lehman; permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, with instrumentalities under their control; and allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

38. At all times material hereto, Defendant Lucy Moses School was willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

39. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

40. By reason of the foregoing, Defendant Lucy Moses School jointly, severally and/or in the alternative, is liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION

Breach of Non-Delegable Duty

(As to Defendant Lucy Moses School)

41. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

42. Plaintiff, when she was a minor, was placed in the care and supervision of Defendant Lucy Moses School for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to participate in educational, youth, and recreational activities. There existed a non-delegable duty of trust between Plaintiff and Defendants.

43. Plaintiff was a vulnerable child when placed within the care of Defendant Lucy Moses School.

44. As a consequence, Defendant Lucy Moses School was in the best position to prevent Defendant Ilya Lehman's sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the

harm Plaintiff suffered resulting from Defendant Ilya Lehman's sexual abuse of Plaintiff. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has had to endure.

45. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of Defendant Lucy Moses School, Defendant Lucy Moses School breached their non-delegable duty to Plaintiff.

46. At all times material hereto, Defendant Ilya Lehman was under the supervision, employ, direction and/or control of Defendant Lucy Moses School.

47. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

48. By reason of the foregoing, Defendant Lucy Moses School jointly, severally and/or in the alternative, is liable to Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

FOURTH CAUSE OF ACTION

Breach of Fiduciary Duty

(As to Defendant Lucy Moses School)

49. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

50. While she was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendant Ilya Lehman, an instructor at Defendant Lucy Moses School. During the times that Plaintiff was entrusted to Defendant Ilya Lehman, Defendants Ilya Lehman was under the supervision and control of Defendant Lucy Moses School.

51. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendant Lucy Moses School. This relationship is based on the entrustment of the Plaintiff while she was a minor child to the care and supervision of Defendant Lucy Moses School. This entrustment of the Plaintiff to the care and supervision of Defendant Lucy Moses School, while the Plaintiff was a minor child, required Defendant Lucy Moses School to assume a fiduciary relationship and to act in the best interests of the Plaintiff and to protect her due to her infancy and vulnerability.

52. Pursuant to their fiduciary relationship, Defendant Lucy Moses School was entrusted with the well-being, care, and safety of Plaintiff.

53. Pursuant to their fiduciary relationship, Defendant Lucy Moses School assumed a duty to act in the best interests of Plaintiff.

54. Defendant Lucy Moses School breached their fiduciary duties to Plaintiff.

55. At all times material hereto, Defendant Lucy Moses School was willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiff.

56. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

57. By reason of the foregoing, Defendant Lucy Moses School, jointly, severally and/or in the alternative, is liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

FIFTH CAUSE OF ACTION**Negligent Infliction of Emotional Distress****(As to Defendant Lucy Moses School)**

58. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

59. As described above, the actions of Defendant Lucy Moses School, their predecessors and/or successors, agents, servants and/or employees were conducted in a negligent and/or grossly negligent manner.

60. Defendant Lucy Moses School's actions endangered Plaintiff's safety and caused her to fear for her own safety.

61. As a direct and proximate result of Defendant Lucy Moses School's actions and omissions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered severe injuries and damages described herein; including but not limited to mental and emotional distress.

62. By reason of the foregoing, Defendant Lucy Moses School, jointly, severally and/or in the alternative, is liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

SIXTH CAUSE OF ACTION**Breach of Duty *in Loco Parentis*****(As to Defendant Lucy Moses School)**

63. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

64. While she was a minor, Plaintiff was entrusted by her parents to the control and supervision of Defendant Ilya Lehman, a music instructor at the Defendant Lucy Moses School. During the times that Plaintiff was entrusted to Defendant Ilya Lehman, Defendant Ilya Lehman was under the supervision and control of Defendant Lucy Moses School. Defendant Lucy Moses School owes – and owed – a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

65. Defendant Lucy Moses School breached their duty to act *in loco parentis*.

66. At all times material hereto Defendant Lucy Moses School's actions were willful, wanton, malicious, reckless, negligent, grossly negligent, and/or outrageous in their disregard for the rights and safety of Plaintiff.

67. As a direct result of Defendant Lucy Moses School's conduct, Plaintiff has suffered the injuries and damages described herein.

68. By reason of the foregoing, Defendant Lucy Moses School, jointly, severally and/or in the alternative, is liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

SEVENTH CAUSE OF ACTION**Sexual Abuse****(As to Defendant Ilya Lehman)**

69. Plaintiff repeats and realleges each and every allegation set forth in paragraph 1 through 20 as if fully set forth herein.

70. Defendant Ilya Lehman did sexually assault, sexually abuse, and/or have sexual contact with Plaintiff in violation of the laws of the State of New York.

71. By repeatedly sexually assaulting, sexually abusing, and/or having sexual contact with Plaintiff, Defendant Ilya Lehman placed Plaintiff in imminent and reasonable apprehension of harmful and offensive contact.

72. By repeatedly sexually assaulting, sexually abusing, and/or having sexual contact with Plaintiff, Defendant Ilya Lehman acted so as to cause repeated unjustified, harmful and offensive physical contact with Plaintiff.

73. As a direct result of Defendant Ilya Lehman's conduct Plaintiff has suffered the injuries and damages described herein.

74. By reason of the foregoing, Defendant Ilya Lehman, jointly, severally and/or in the alternative, is liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

EIGHTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(As to Defendant Ilya Lehman)

75. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 35 as if fully set forth herein.

76. Defendant Ilya Lehman's actions endangered Plaintiff's safety and caused her to fear for her own safety.

77. As a direct and proximate result of Defendants Ilya Lehman's actions Plaintiff suffered severe injuries and damages described herein; including but not limited to mental and emotional distress.

78. By reason of the foregoing, Defendant Ilya Lehman, jointly, severally and/or in the alternative, are liable to Plaintiff for compensatory damages and punitive damages, together with interest and costs.

WHEREFORE Plaintiff, demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proven at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; extent permitted by law;
- B. Awarding punitive damages to the extent permitted by law;

- C. Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law;
- D. Awarding prejudgment interest to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: August 14, 2019

New York, New York

Respectfully Submitted,

/s/ Samantha Breakstone
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ATTORNEY'S VERIFICATION

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

I, the undersigned, am an attorney admitted to practice in the Courts of New York State, and say that:

I am the attorney of record or of counsel with the attorney(s) of record for the plaintiff.

I have read the annexed SUMMONS AND VERIFIED COMPLAINT and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief. As to those matters, I believe them to be true. My belief, as to those matters therein not stated upon knowledge is based upon the following:

Interviews and/or discussions held with the plaintiff(s) and papers and/or documents in the file.

The reason I make this affirmation instead of the plaintiff is because said plaintiff resides outside the county from where your deponent maintains his office for the practice of law.

Dated: New York, NY
August 14, 2019



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